

OVERVIEW

The Department of Vermont Health Access (DHVA), also referred to as the State, is seeking a qualified bidder to serve as the “executor of the Patient Experience Survey” supporting the provision of information about a broad range of key consumer issues, such as overall satisfaction, average wait times, physician availability, obstacles to receiving care, and parents’ impressions of their children’s care to consumers, purchasers, and practices.

1. BLUEPRINT FOR HEALTH EXECUTORS OF THE VERMONT PATIENT EXPERIENCE SURVEY:

The Blueprint for Health is a comprehensive delivery system reform program that has developed payment reforms, a health information technology infrastructure, and an evaluation framework to support the development of advanced primary care practices, regional Community Health Teams, self-management programs, and the emerging All Payer Model. In addition, in January 2014, the State launched two Shared Savings Programs: Commercial and Medicaid. The design of these programs requires sampling, data collection, and reporting of patient experience. Furthermore, the state is required to report on patient experience for adult and children enrolled in Medicaid. This contract is for those two services. Specifically, the successful bidder will work with the State on the administration of two Consumer Assessment of Health Providers and Systems (CAHPS®) surveys to 1) measure patient experience, in support of Vermont’s assessment of the impact of a range of payment and delivery system reforms on the quality of primary care and 2) measure the experience of care for those enrolled in Medicaid. While the State is not currently requesting the successful bidder to administer a third survey, the State may consider adding a third survey, the CAHPS® Home and Community Based Services (HCBS) survey instrument, as an amendment to the contract for a later year.

2. SCOPE AND BACKGROUND

BACKGROUND

For the first aim, measuring patient experience in advanced primary care, the successful bidder will use the CAHPS® Patient-Center Medical Homes (PCMH) survey to assess patient care experience in practices that are part of several different payment and delivery systems, such as the Vermont Blueprint for Health (Blueprint), Accountable Care Organizations (ACO) Shared Savings Programs, and others, and to make results available for participating practices, ACOs, health service areas, and the State.

For the second aim, measuring patient experience for adults and children enrolled in Medicaid, the successful bidder will conduct the survey administration of the CAHPS® Survey Project for the State of Vermont Medicaid Program for its adult and child populations. The sample will include two (2) statewide samples that includes eligible Medicaid beneficiaries. The CAHPS® 5.0H survey instrument measurement set for the Medicaid population will be used.

The successful bidder will be a Certified Vendor of CAHPS[®] PCMH and CAHPS[®] 5.0H, and will maintain its status as a CAHPS[®] PCMH and CAHPS[®] 5.0 vendor. If a bidder does not have vendor certification at the time of bidding, the successful bidder will need to demonstrate that it can obtain NCQA CAHPS[®] PCMH and NCQA CAHPS[®] 5.0H vendor certification prior to fielding the surveys. Vendor certification will involve demonstrating its capabilities, experience, and expert personnel to accurately administer the survey; participating in required vendor trainings; and paying required training and certification fees.

SCOPE

The successful bidder will complete three (3) tasks for the State:

1. CAHPS[®] PCMH Project Activities – Data Sampling and Collection
2. CAHPS[®] PCMH Project Activities – Data Reporting
3. CAHPS[®] 5.0H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting

For all three tasks, the following standard terms and definitions will be expected for sampling, data collection, and reporting.

1. Sampling Services

- a. The sample frame file will be submitted to the successful bidder in a prescribed standard format with fixed field, fixed length records, and no delimiters. All required data file elements must be included in the sample frame. A data file layout shall accompany the sample frame.
- b. Upon receiving the sample frame file, the successful bidder will check the file for accuracy and completeness. The successful bidder work with participating practices as needed to resolve any sample frame data file issues.
- c. The successful bidder will de-duplicate the data files to ensure that each member is represented only once in the sampling frame. The successful bidder will additionally de-duplicate data files between practice sample frame files and the two statewide sample frame files.
- d. From the set of all eligible members, a sample will be drawn using standard random selection procedures, per task number.
- e. After the sample has been randomly selected, the successful bidder will use a National Change of Address (NCOA) service to update address information.
- f. Selected samples will be de-duplicated to ensure that only one member per household appears.

2. Mailing & Data Collection Services

- a. Prior to producing final materials to be mailed, the successful bidder will provide the

State with examples of all materials for review and approval.

- b. As undeliverable surveys and alternate addresses are returned to the successful bidder by the postal service, the successful bidder will update internal records accordingly.
- c. The successful bidder will cease all subsequent follow-up efforts to any individual having expressed a desire not to participate in the survey project.
- d. As surveys are returned, the successful bidder will enter all received data into the appropriate computer system. After data entry has been completed, the successful bidder will conduct data cleaning and perform both format and outlier checks, according to the successful bidder's standards.

3. Reporting Services

- a. The successful bidder will provide the State with a project plan based on the finalized contract. The plan will include a detailed schedule of activities showing all critical paths, major activities, and deliverables. The final plan and schedule is due two weeks after contract execution.
- b. On a periodic basis as appropriate, the successful bidder shall provide the State with update reports on project status. During the field period, the successful bidder will report on a weekly basis the total survey completed to date, a summary of sample dispositions resolved since the previous report was issued, and any problems encountered and their resolution.
- c. After data entry has been completed, a dataset will be prepared for the State. The dataset will include values for each questionnaire item by completed case and will be purged of any patient identification information (i.e. name, address, and telephone number). The dataset will be submitted in a choice of format (SAS, SPSS, Excel, etc.), organized as a single record for each member composed of a string of fields containing data values. A data file layout with defined labels and values will accompany each dataset.
- d. The successful bidder will work with the State if the State elects any customized reporting.
- e. The successful bidder will shred all returned questionnaires upon completion of the project, unless other arrangements are made with the successful bidder.

TASK 1: CAHPS® PCMH Project Activities – Data Sampling and Collection

The successful bidder will implement the Vermont Patient Experience Survey by conducting a rigorous and timely evaluation of patient experience of care for primary care practices in Vermont. The evaluation will measure the impact of:

- the Vermont Blueprint for Health (“Blueprint”)
- Accountable Care Organizations (“ACO”) Shared Savings Programs (“Shared Savings Programs”), and
- other payment and delivery system reforms on the quality of primary care in Vermont.

The successful bidder will use CAHPS® PCMH to gather patient and families' perceptions of access to care, comprehensiveness of care, communication and shared decision making with providers, self-management support, office staff helpfulness and respect, and other domains as directed, to evaluate patient experience of care at primary care practices that have been recognized as medical homes. It is likely that a small number of custom questions will be added to Vermont's CAHPS® PCMH survey; the questions are listed as an attachment to this RFP.

The successful bidder will work with the State and Blueprint, ACO and other provider payment reform leadership throughout Vermont to recruit family, internal medicine, and pediatric primary care practices interested in assessing their patients' experiences with care. Family and internal practices will determine whether they survey adult populations only, or both adult and pediatric populations. The successful bidder will work with up to 140 practices and 3 ACOs to gather appropriate practice and patient information (e.g., to determine eligibility for adult and child surveys, set correct parameters for patient lists, etc.) and will survey patients from these practices using the CAHPS® PCMH survey protocol. Data will be gathered using CAHPS® mail and/or internet survey methods. Data will be collected in one wave during November and December of 2017. The successful bidder will submit practice results to NCQA as part of the NCQA CAHPS® PCMH Recognition Program for those practices that wish to earn Special Distinction in Patient Experience Reporting.

The Vermont Patient Experience Survey will be offered to all practices that participate in the Blueprint. Many of those practices will also participate in one of the three ACOs. There are no other requirements for participation in terms of the proportion of pediatric vs. adult practices, or independent vs. owned practices. The practices that currently participate in the Blueprint and those that are anticipated to join the Blueprint in 2017 ("frontloading" practices) are listed as an attachment to this RFP. Of this list of Blueprint practices, it appears that about 65% of practices are family practices, 15% are pediatric practices, and 20% are internal medicine practices. Of this list of Blueprint practices as of February 1, 2017, it appears that:

# Providers at site	# Practices
1	8
2-3	33
4-9	74
10-13	10
14-19	8
20-28	1
29+	1

The successful bidder will follow NCQA protocols for sampling and data collection and will field the survey on timelines that allow interested parties to submit data to NCQA. The successful bidder will work with the State to coordinate the organization of the survey.

It is anticipated that facilitation of Task 1 will require implementation of the following services:

1. Obtaining BAAs and fielding sample frame files from the participating practices
 - a. The successful bidder will work with the Blueprint to receive the most recent contact information for the participating practices.
 - b. The successful bidder will make contact with the participating practices, seeking signatures for required BAA's and sample frame files. Sample frame files will be submitted in the format specified in the most recent version of *Specifications for the CAHPS® PCMH Survey*, a standardized format with fixed fields, fixed record lengths, and no delimiters. Sample frame files will represent all eligible patient files, using guidelines in *Specifications for the CAHPS® PCMH Survey* to define eligibility.
 - c. Once the successful bidder has approved the practice's test sample, the successful bidder will ask the practice to use the sample frame file to prepare the actual frame file submitted for the sample selection process.
2. Fielding actual frame files from the participating practices and selecting cases for survey
 - a. The successful bidder will remove from the data files any patient who does not meet the age criterion for the adult or child survey, as appropriate, using the designated cutoff date, which will be the last day of the measurement period, per NCQA guidelines. The measurement period is defined as the 12 months prior to the date when the eligible population file is generated by the practice.
 - b. The successful bidder will conduct oversampling for participating practices, as requested.
 - c. The successful bidder will draw the number of cases corresponding to the number of eligible clinicians in the participating practice found in the received frame file, using standard random selection procedures. If fewer than the required number of sample cases are available at a participating practice, the sample will include all eligible patients in the practice.
 - d. After the sample has been randomly selected, the successful bidder will employ a National Change of Address (NCOA) service to update address information.
3. Conducting data collection
 - a. Once selection is completed, the successful bidder will send one survey packet to all selected cases, and a second survey packet to non-respondents, over a 6-week field period. Mail materials will be customized with logos and signatures from each participating practice. The successful bidder will communicate with each practice regarding the transfer of the logos and signatures.
 - b. The successful bidder will utilize the current version of the CAHPS® PCMH adult survey instrument, made available by NCQA, for the adult population or the current version of the CAHPS® PCMH child survey instrument, made available by NCQA, for the child population.
 - c. Based on NCQA CAHPS® PCMH guidelines, surveys will be considered complete and valid if the following two criteria are met:
 - i. The respondent answers at least one survey question.
 - ii. Responses indicate that the respondent meets the eligible population

criteria.

- d. The successful bidder will cease all follow-up efforts to any individual having expressed a desire not to participate in the survey project.
- e. The successful bidder will ensure that the duration of the field period is 42 days (6 weeks).
- f. The successful bidder will clean and code the final data, following NCQA PCMH guidelines and specifications.

TASK 2: CAHPS® PCMH Project Activities – Data Reporting

The successful bidder will work closely with the State (including the Blueprint and Green Mountain Care Board staff), the ACOs, and other stakeholders in developing reports that present the results in ways that are accessible, meaningful, and support the evaluation of the quality of primary care in the wake of the payment and delivery system reforms.

It is anticipated that facilitation of Task 2 will require implementation of the following services:

1. Reporting

- a. The successful bidder will produce and deliver a standard CAHPS® PCMH practice-level report for each participating practice, in an Excel file format to allow practices to track their results over time. The successful bidder will also transmit the data to the State, in a format decided on by the successful bidder and the State, in order for the State to develop reports. This option may involve working with a third-party vendor chosen by the State. These reports will present scores and descriptive statistics for all scored measures and composites, with comparison of practice scores to an overall score.
- b. In addition to the practice reports, the successful bidder will develop and produce aggregate reports for the State, each of the health service areas, and each of the ACOs, or will transmit the data to the State, in a format decided on by the successful bidder and the State, in order for the State to develop the reports. This option may involve working with a third-party vendor chosen by the State. It is anticipated that these reports will present scores and descriptive statistics for all scored measures and composites, with comparison of State, health service area, and ACO scores to an overall score(s) and available benchmarks, to be obtained by the successful bidder. Trending over time will be added for the second year of the contract, if requested by the State. Any reports will be delivered as PDF files and as Word documents.
- c. Post-project, the successful bidder will maintain all records and returned, completed surveys as specified by NCQA. Upon expiration of the specified contract period, the successful bidder will contact the State to discuss disposition of these documents. The successful bidder will shred all returned questionnaires, unless other arrangements are made between the State and the successful bidder.
- d. For practices who complete the PCMH CAHPS® and are interested in NCQA PCMH Distinction in Patient Experience Reporting, the successful bidder will submit datasets to NCQA, in the required format, organized as a single record for

each respondent, composed of a string of fields containing data, and following submission protocols and guidelines specified by NCQA in *Specifications for the CAHPS® PCMH survey*.

TASK 3: CAHPS® 5.0H for the Medicaid Population Project Activities - Data Sampling and Collection and Data Reporting

The successful bidder will implement the Vermont Patient Experience Survey by conducting a rigorous and timely evaluation of patient experience of care for the Medicaid adult and child population. The successful bidder will use CAHPS® 5.0H survey measurement set for the Medicaid population. It is anticipated that there will be no supplemental questions added to the CAHPS® 5.0H survey for Medicaid.

It is anticipated that the total sample for task 3 will yield an $n = 1,650$ for the child survey and an $n=1,650$ for the adult survey.

It is anticipated that facilitation of Task 3 will require implementation of the following services:

1. Selecting cases for survey
 - a. The successful bidder will receive patient-level data in one frame file from Medicaid.
 - b. The successful bidder will conduct oversampling for specialized populations (such as mental health, choices for care, developmental disability), as requested. Medicaid will identify these specialized populations in the sample frame files provided to the vendor.
 - c. If sample cases are removed due to insufficient addresses or telephone number, or where there are duplicated households, the successful bidder will sample with replacements.
 - d. After the sample has been randomly selected, the successful bidder will employ a National Change of Address (NCOA) service to update address information.
2. Conducting data collection
 - a. Once selection is completed, the successful bidder will send one survey packet to all selected cases, and a second survey packet to non-respondents, over a 6-week field period.
 - b. The successful bidder will utilize the current version of the CAHPS® 5.0H adult survey instrument for the Medicaid population, made available by NCQA, for the adult population or the current version of the CAHPS® 5.0H child survey instrument for the Medicaid population, made available by NCQA, for the child population.
 - c. Based on NCQA CAHPS® guidelines, surveys will be considered complete and valid if the following two criteria are met:
 - i. The respondent answers at least one survey question.
 - ii. Responses indicate that the respondent meets the eligible population criteria.

- d. The successful bidder will cease all follow-up efforts to any individual having expressed a desire not to participate in the survey project.
 - e. The successful bidder will ensure that the duration of the field period is 42 days (6 weeks).
 - f. The successful bidder will clean and code the final data, following NCQA guidelines and specifications.
3. Reporting
- a. The successful bidder will produce and deliver separate Standard Overview Reports for both the adult and child Medicaid populations to Medicaid. The Standard Overview Report will include an executive summary that presents a brief description of the survey methodology, a graphic representation of key results for rating questions and composites, and a sample disposition. The Standard Overview Report will also include member responses presented by question, including information about the response options.
 - b. Post-project, the successful bidder will maintain all records and returned, completed surveys as specified by NCQA. Upon expiration of the specified contract period, the successful bidder will contact Medicaid to discuss disposition of these documents. The successful bidder will shred all returned questionnaires, unless other arrangements are made between the State and the successful bidder.

3. DELIVERABLE TIMELINES

3.1. DATA SAMPLING and COLLECTION

The successful bidder will complete three (3) tasks for the State. Two items are related to the role of the work:

1. Task 1 - CAHPS® PCMH Project Activities – Data Sampling and Collection
2. Task 3 - CAHPS® 5.0H for the Medicaid Population Project Activities – Data Sampling and Collection

<u>Sample Deliverable Timeline</u>	
Contract commences	June 30, 2017
Successful bidder contacts practices for receipt of BAAs, sample frame files, and logos and signatures, henceforth known as 'Submission 1'	September 8, 2017
Submission 1 reminder email sent	September 15, 2017
Sample frame file submission window closes	September 22, 2017
Actual frame file submission window opens	September 25, 2017
Logos & signatures submission window closes	September 29, 2017
Actual frame file reminder email	October 2, 2017
BAAs completed by required practices	October 6, 2017

Actual frame file submission window closes	October 9, 2017
Data collection: 1 st mailing	November 3, 2017
Data collection: 2 nd mailing	November 22, 2017
Data collection field closes	December 15, 2017

Please refer to Section 2: SCOPE AND BACKGROUND of this RFP for more details on the role of the work.

3.2. DATA REPORTING

The successful bidder will complete three (3) tasks for the State. Two items are related to reporting:

1. Task 2 - CAHPS® PCMH Project Activities – Data Reporting
3. Task 3 - CAHPS® 5.0H for the Medicaid Population Project Activities – Data Reporting

<u>Sample Deliverable Timeline</u>	
Contract commences	June 30, 2017
Successful bidder submits project plan to the State	July 14, 2017
Weekly reports on: <ul style="list-style-type: none"> • Total surveys completed to date • Summary of sample dispositions resolved since previous report • Any problems encountered & their resolution 	September 8, 2017 – December 15, 2017
Dataset completed for the State	March 30, 2018
Practice-level reports completed for the practices	February 2, 2018
State-level report completed for the State	March 30, 2018
Health service area-level reports completed for the Health Service Areas	March 30, 2018
ACO-level reports completed for the ACOs	March 30, 2018
Two Standard Overview Reports, one for adult and one for child, completed for Medicaid	March 30, 2018
Individual practice datasets submitted to NCQA for those practices who wish to receive the NCQA PCMH Distinction in Patient	Data submission should follow NCQA's guidelines for the April/May submission deadline.



Experience Reporting	
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Please refer to Section 2: SCOPE AND BACKGROUND of this RFP for more details on reporting.

4. TERM OF AGREEMENT

The contract(s) arising from this RFP will be for a period of twelve (12) months with an option to renew for three (3) additional twelve (12) month periods as agreed by both parties.

5. WORK TIME/LOCATION

The State believes that the effort required to complete the work under this contract will equal up to 40 hours per week and may require early morning and evening activities in addition to the regular business day. The Contractor will be expected to work with primary care medical practices to resolve any data collection issues.

6. POINTS OF CONTACT

All communications concerning this RFP will be addressed in writing to the attention of:

Natalie Elvidge
Contract and Grant Management Specialist
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671
E-mail: natalie.elvidge@vermont.gov

7. PROCUREMENT TIMETABLE

The RFP procurement schedule is below. The State reserves the right to modify any dates pertinent to this RFP.

ESTIMATED PROCUREMENT SCHEDULE	DATE
Tentative Posting Date	February 24, 2017
Vendor Questions Due	March 9, 2017
State's response to questions	March 15, 2017

Bids Due	March 20, 2017 at 12pm
Bid Opening	March 20, 2017 at 1pm
Selection Notification	March 31, 2017

Proposed Start Date for Contract	June 30, 2017
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8. QUESTIONS AND ANSWERS:

- 8.1.** Any interested party requiring clarification of the content of this RFP or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing.
- 8.2.** Questions may be e-mailed to the contact persons listed in Section 6 of this proposal. Questions must state “Bidder Questions - Patient Experience Survey” in the subject line. Any objection to the RFP or to any provision of the RFP, which is not raised in writing, is waived. A copy of all questions or comments and the State's responses will be posted on the DHVA web site at <http://dvha.vermont.gov/administration/2013-requests-for-proposals> and <http://vermontbusinessregistry.com/>.
- 8.3.** Any vendor requiring clarification of any section of this proposal must submit specific questions in writing according to the Schedule listed in Section 7. Questions must be e-mailed to the RFP Contact listed in Section 6 of this proposal. Responses to the questions sent will be posted on the DHVA web site at <http://dvha.vermont.gov/administration/2013-requests-for-proposals> as well as to the Electronic Bulletin Board <http://vermontbusinessregistry.com/>.
- 8.4.** A bidder's conference will not be held.
- 8.5.** A bid opening will be held and based on the timeline outlined in the Procurement Schedule. Bidders may call into the bid opening via conference line: 877-273-4202 and enter the following participant number: 268248697

9. ACRONYMS & DEFINITIONS

ACO	Accountable Care Organization
AHS	Vermont Agency of Human Services
Blueprint	Blueprint for Health
CCC	Children with Chronic Conditions
CMS	Centers for Medicare and Medicaid Services
CAHPS	Consumer Assessment of Health Providers and Systems
DHVA	Department of Vermont Health Access
MAPCP	Multi-Payer Advanced Primary Care Practice
NCOA	National Change of Address
NCQA	National Committee on Quality Assurance
PCMH	Patient Centered Medical Home
RFP	Request for Proposal
SFY	State Fiscal Year
State	State of Vermont

10. PAYMENT PROVISIONS

10.1. The total contract will not exceed \$213,000 per annual contract.

TASK	BUDGET
Task 1: CAHPS® PCMH Project Activities – Data Sampling and Collection Task 2: CAHPS® PCMH Project Activities – Data Reporting	\$167,000
Task 3: CAHPS® 5.0H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$46,000

10.2. The \$213,000 includes all payments that will be made to the contractor to meet the provisions of the contract (personnel costs, benefits, travel expenses, supplies, information technology hardware and software, insurance, fringe benefits, etc. as relevant.)

10.3. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly.

10.3.1.1. a unique invoice number

10.3.1.2. contract number

10.3.1.3. dates of service

10.3.1.4. accurate date of invoice submission

10.3.1.5. request for payment shall be subdivided by Sampling Services (set-up fees), Data Collection Services (mailings), and Reporting Services.

10.3.1.6. documentation demonstrating how the total amount billed was reached.

11. PROPOSALS

11.1. GENERAL CONDITIONS & REQUIREMENTS

11.1.1. All proposals will become the property of the State.

11.1.2. Cost of proposal development is the sole responsibility of the bidder.

11.1.3. All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the bidder to be proprietary and

confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder will clearly designate the material as such prior to bid submission. The bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

- 11.1.4. All public records of DVHA may be disclosed, except that submitted bid documents will not be released until the Contractor and DVHA have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the apparently successful bidder's proposal at DVHA Central Office. The name of any Vendor submitting a response will also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.
- 11.1.5. Consistent with state law, DVHA will not disclose submitted bid documents or RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. DVHA will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If in DVHA's judgment pages or sections marked as proprietary or confidential are not proprietary or confidential, DVHA will contact the bidder to provide the bidder with an opportunity to prevent the disclosure of those marked portions of its bid.
- 11.1.6. All bid submissions must contain one original and seven complete copies of the proposal.
- 11.1.7. All bid submissions must contain one electronic copy of the proposal and redacted proposal on an usb device.
- 11.1.8. All bid submissions must contain one redacted copy of the proposal.
- 11.1.9. Bid envelopes must be clearly marked with 'SEALED BID – Vermont Patient Experience Survey' and include name of bidder. Hard copy and an electronic copy bid proposals must be received according to the schedule listed in Section 7: PROCUREMENT TIMELINE. Hand carried bids must be delivered to a representative of DHVA on or before the due date/time and stamped by a representative with date/time received. Bids not in possession of DHVA identified single point of contact by the due date and time will not be considered and will be returned to the bidder unopened.
- 11.1.10. Faxed bids will NOT be accepted.

- 11.1.11. DVHA may, at any time and at its sole discretion and without penalty, reject any and all proposals in any 'catchment' area and issue no contract in that area as a result of this RFP. Furthermore a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:
- 11.1.12. The failure of the bidder to adhere to one or more provisions established in this RFP.
- 11.1.13. The failure of the bidder to submit required information in the format specified in this RFP.
- 11.1.14. The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.
- 11.1.15. If a proposal is selected for final consideration, the bidder will be invited to negotiate a Contract.
- 11.1.16. The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. Amendments, addenda, Questions and Answers and any relevant information will be posted at <http://dvha.vermont.gov/administration/2013-requests-for-proposals> and <http://vermontbusinessregistry.com/>, it is the bidders' responsibility to check periodically for such information.
- 11.1.17. Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive any requirements contained in this RFP.

12. PROPOSAL FORMAT

To be considered, each bidder must submit a complete response to this RFP including:

12.1. One original and seven complete copies of the proposal.

12.1.1. Original bid documents and mailing envelope must state: “SEALED BID – Vermont Patient Experience Survey”

12.2. One electronic copy of the original and redacted proposal on an usb device.

12.3. One redacted copy of the proposal.

12.4. Transmittal Letter

To be considered, a proposal must be accompanied by a transmittal letter signed in ink by the bidder. The transmittal letter must include the following statements:

12.4.1. RFP terms are accepted

12.4.2. The price was arrived at without conflict of interest.

12.4.3. A statement that the bidder agrees to the standard State contract requirements in Attachments C, E and F; which are included under Section 17: ATTACHMENTS.

12.4.4. A statement of any limitations on the number of hours, days of the week, or weeks in the year that the bidder would be available to perform the above scope of work.

12.4.5. A statement of any other considerations or limitations, if any, related to the scope of work the bidder will be expected to perform.

12.4.6. A statement of any considerations or limitations, if any, related to the geographic or hospital service area that the bidder would be available to service.

12.5. Bidder Information Sheet

12.5.1. Full name of bidder/individual

12.5.2. Mailing address

12.5.3. Street address (for FedEx or other mail delivery service)

12.5.4. Social Security Number

12.5.5. Telephone number

12.5.6. Fax number (if available)

12.5.7. E-mail Address

12.6. Description of the bidder’s Education, Experience, & Project Proposal

12.7. Professional Resume & References

12.8. Financial Proposal (Schedule A: Summary of Costs)

12.9. Related Party Disclosure

12.9.1. Please identify all related party relationships and conflicts of interest including cost purpose and approval process.

12.10. Insurance certificate:

12.10.1. As part of the proposal packet the Bidder must provide current certificates of insurance of which may or may not meet the minimum requirements laid out in the Attachment C of this document. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 8 of this document. In the absence of a question, and upon contract negotiations the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in Attachment C and D of this document.

12.11. W-9

12.11.1. As part of the proposal packet the Bidder must provide a completed, signed w9 form must be submitted. A blank w-9 can be found on the IRS website:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

The proposal should be prepared simply and economically providing straightforward, concise descriptions of the bidder's ability to fulfill the requirements of the RFP.

In addition to providing this written material, bidders will participate in an interview with State staff.

13. EDUCATION, EXPERIENCE, & PROJECT PROPOSAL:

The Bidder must describe how the Bidder can meet the requirements and responsibilities outlined in section 3: DELIVERABLE TIMELINES. To qualify to bid on these proposals, bidder must have the following experience and skills:

13.1. CAHPS® Survey Experience**13.1.1. Skills:**

13.1.1.1. Response rates for CAHPS® surveys are consistently among the best as compared to the NCQA National Average

13.1.2. Experience:

13.1.2.1. Demonstrates prior experience fielding CAHPS® surveys

13.2. Professional Resume and References:

Bids will include a professional resume of the bidder/individual who will perform the consultative services. Bids will also include references as follows:

13.2.1. A list of three references, including relationship, address and telephone contact number.

13.2.2. Names of organizations for which you have done related work and contact information for a person at the organization who can speak about your past success including their professional title, address, email address and telephone contact number

13.3. Project Proposal

- 13.3.1. Provides a description of how the bidder will respond to the program scope, which research-based approaches will be employed, and how the bidder will evaluate its performance and quality
- 13.3.2. Provides a description of how the bidder will ensure that all included services will be readily accessible and provided in a timely manner
- 13.3.3. Provides a description of how the bidder will work with community stakeholders in this program (providers, organizations, and individuals)
- 13.3.4. Provides a description of how this program is supported by the bidder's mission and other policies of the bidder

14. FINANCIAL PROPOSAL:

Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor will be paid at the billable rates for services actually performed, up to the maximum allowable amount. The financial proposal must include:

- 14.1.** The proposed hourly rate or salary
- 14.2.** The proposed annual cost with itemization for personnel costs, benefits, travel expenses, supplies, information technology hardware and software, insurance, fringe benefits, etc. as relevant.
- 14.3.** The proposed annual cost with itemization for tasks 1, 2, and 3.

15. PROPOSAL EVALUATION

DHVA will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. The following are the components and point system for the evaluation:

Evaluation of RFP Minimum Requirements (Pass or Fail)	0 point
Evaluation of the Bidder's Experience & Project Proposal: Only those proposals passing minimum requirements will be considered. DHVA will evaluate the education and experience of the bidder. DHVA will determine to what extent the bidder has the capabilities to take on the additional workload to be generated by the resulting Contract.	40 points
Evaluation of Bidder's Capacity: References will be checked. Only those proposals passing minimum requirements will be considered.	20 points
Evaluation of Financial Proposals: The financial proposal will be examined to determine if it meets requirements and is consistent with industry pricing.	40 points

Any pricing proposal that is incomplete, exceeds \$213,000 per contract period, or in which there are significant inconsistencies or inaccuracies may be rejected by the State.	
Ranking of Proposals: After the proposals have been rated, awarded points will be totaled to determine proposal rankings.	0 points

- 15.1.** Minimum Requirements: Each proposal will be reviewed to ensure it is sufficiently responsive to the RFP to allow a complete evaluation. Failure to comply with the instructions to bidders will deem the proposal non-responsive and subject to rejection without further consideration. The DHVA reserves the right to waive minor irregularities.
- 15.2.** Proposals will be deemed to have either passed or failed the Minimum Requirements. The State reserves the right to reject any and all proposals.

16. AWARD

- 16.1.** Award will be made in the best interest of the state. The State's fundamental commitment is to contract for results and "best value". This RFP primarily describes the State's requirements and desired results. "Best value" is the optimum combination of economy and quality that is the result of fair, efficient, and practical business processes that meet the requirements and the State's desired results as set forth in this RFP.

17. ATTACHMENTS

Additional Questions for the CAHPS® PCMH surveys

Certificate of Compliance

Attachment C: State Customary Provisions for Contracts (revised: 7/1/2016)

Attachment D: Modifications of Customary Provisions or Attachment C or F

Attachment E: Business Associate Agreement (revised: 9/21/13)

Attachment F: AHS Customary Contract Provisions (revised: 12/31/16)

Schedule A: Summary of Costs

Current Blueprint for Health Practices & Frontloading Blueprint for Health Practices

ADDITIONAL QUESTIONS FOR THE CAHPS® PCMH SURVEYS

The questions anticipated to be added to the CAHPS® PCMH adult survey are:

- 43a. In the last 12 months, did you try to make any appointments with specialists?
- a. Yes
 - b. No → Go to Question 43e
- 43b. In the last 12 months, how often was it easy to get appointments with specialists?
- a. Never
 - b. Sometimes
 - c. Usually
 - d. Always
- 43c. In the last 12 months, how often did the specialist you saw most seem to know the important information about your medical history?
- a. Never
 - b. Sometimes
 - c. Usually
 - d. Always
- 43d. In the last 12 months, how often did the specialist you saw seem informed and up-to-date about any care you got from other service and support providers, such as home health agencies, area agencies on aging, developmental or mental health service agencies, substance abuse providers, vocational rehabilitation, etc.?
- a. Never
 - b. Sometimes
 - c. Usually
 - d. Always
 - e. I did not get care from other service and support providers in the last 12 months → Go to Question 43f
- 43e. In the last 12 months, how often did the provider named in Question 1 seem informed and up-to-date about any care you got from other service and support providers, such as home health agencies, area agencies on aging, developmental or mental health service agencies, substance abuse providers, vocational rehabilitation, etc.?
- a. Never
 - b. Sometimes
 - c. Usually
 - d. Always
 - e. I did not get care from other service and support providers in the last 12 months
 - f. I did not get care from the provider named in Question 1 in the last 12 months
- 43f. In the last 12 months, if you asked for something, how often did your case manager/service coordinator help you get what you needed?
- a. Never
 - b. Sometimes
 - c. Usually
 - d. Always
 - e. I did not ask for anything from my case manager/service coordinator in the last 12

months

43g. A chronic health condition lasts 3 months or longer. Please indicate below which chronic health condition(s) you were diagnosed with or treated for in the past 12 months. Mark one or more.

- a. Diabetes
- b. Asthma
- c. Emphysema
- d. Chronic Obstructive Pulmonary Disease (COPD)
- e. Other lung condition
- f. Overweight or obese
- g. High cholesterol
- h. Hypertension or high blood pressure
- i. Congestive Heart Failure (CHF)
- j. Coronary Artery Disease (CAD)
- k. Other heart condition
- l. Anxiety
- m. Depression
- n. Migraines
- o. Epilepsy or seizure disorder
- p. Mild Cognitive Impairment (MCI)
- q. Alzheimer's Disease
- r. Dementia (not including Alzheimer's Disease)
- s. Other mental health condition
- t. Cancer or malignancy (including skin cancer or malignancy)
- u. Liver or renal disease
- v. Arthritis or joint disease
- w. Osteoporosis
- x. Skin condition (not including skin cancer or malignancy)
- y. HIV/AIDS
- z. Other
- aa. None → Go to Question 44

43h. Please indicate below the specialists(s) you saw in the past 12 months to diagnose or treat your chronic health condition(s). Mark one or more.

- a. Allergist (Allergy or asthma doctor)
- b. Cardiologist (Heart doctor)
- c. Dermatologist (Skin doctor)
- d. Dietitian (Food or nutrition specialist)
- e. Endocrinologist (Diabetes or hormone doctor)
- f. Gastroenterologist (Digestion or liver doctor)
- g. Neurologist (Brain, spine, and nervous system doctor)
- h. Neurosurgeon (Brain, spine, and nervous system surgeon)
- i. Other surgeon
- j. Oncologist (Cancer or tumor doctor)
- k. Obstetrician/Gynecologist (OB/GYN: Women's reproductive health doctor)

- l. Psychiatrist (Mental health doctor)
- m. Psychologist (Mental health provider)
- n. Pulmonologist (Asthma, lung, or respiratory doctor)
- o. Rheumatologist (Joint doctor)
- p. Urologist (Urinary system doctor)
- q. Other
- r. Don't know
- s. None

The questions anticipated to be added to the CAHPS® PCMH child survey are:

54a. In the last 12 months, did you try to make any appointments with specialists for your child?

- a. Yes
- b. No → Go to Question 54e

54b. In the last 12 months, how often was it easy to get appointments with specialists for your child?

- a. Never
- b. Sometimes
- c. Usually
- d. Always

54c. In the last 12 months, how often did the specialist your child saw most seem to know the important information about his/her medical history?

- a. Never
- b. Sometimes
- c. Usually
- d. Always

54d. In the last 12 months, how often did the specialist your child saw seem informed and up-to-date about any care your child got from other service and support providers, such as home health agencies, area agencies on aging, developmental or mental health service agencies, substance abuse providers, vocational rehabilitation, etc.?

- a. Never
- b. Sometimes
- c. Usually
- d. Always
- e. My child did not get care from other service and support providers in the last 12 months → Go to Question 54f

54e. In the last 12 months, how often did the provider named in Question 1 seem informed and up-to-date about any care your child got from other service and support providers, such as home health agencies, area agencies on aging, developmental or mental health service agencies, substance abuse providers, vocational rehabilitation, etc.?

- a. Never
- b. Sometimes
- c. Usually

- d. Always
- e. My child did not get care from other service and support providers in the last 12 months
- f. My child did not get care from the provider named in Question 1 in the last 12 months

54f. In the last 12 months, if you asked for something, how often did your child's case manager/service coordinator help you get what he/she needed?

- a. Never
- b. Sometimes
- c. Usually
- d. Always
- e. I did not ask for anything from my child's case manager/service coordinator in the last 12 months

54g. A chronic health condition lasts 3 months or longer. Please indicate below which chronic health condition(s) your child was diagnosed with or treated for in the past 12 months. Mark one or more.

- a. Diabetes
- b. Asthma
- c. Emphysema
- d. Chronic Obstructive Pulmonary Disease (COPD)
- e. Other lung condition
- f. Overweight or obese
- g. High cholesterol
- h. Hypertension or high blood pressure
- i. Congestive Heart Failure (CHF)
- j. Coronary Artery Disease (CAD)
- k. Other heart condition
- l. Anxiety
- m. Depression
- n. Migraines
- o. Epilepsy or seizure disorder
- p. Mild Cognitive Impairment (MCI)
- q. Alzheimer's Disease
- r. Dementia (not including Alzheimer's Disease)
- s. Other mental health condition
- t. Cancer or malignancy (including skin cancer or malignancy)
- u. Liver or renal disease
- v. Arthritis or joint disease
- w. Osteoporosis
- x. Skin condition (not including skin cancer or malignancy)
- y. HIV/AIDS
- z. Other
- aa. None → Go to Question 55

54h. Please indicate below the specialists(s) your child saw in the past 12 months to diagnose

or treat your child's chronic health condition(s). Mark one or more.

- a. Allergist (Allergy or asthma doctor)
- b. Cardiologist (Heart doctor)
- c. Dermatologist (Skin doctor)
- d. Dietitian (Food or nutrition specialist)
- e. Endocrinologist (Diabetes or hormone doctor)
- f. Gastroenterologist (Digestion or liver doctor)
- g. Neurologist (Brain, spine, and nervous system doctor)
- h. Neurosurgeon (Brain, spine, and nervous system surgeon)
- i. Other surgeon
- j. Oncologist (Cancer or tumor doctor)
- k. Obstetrician/Gynecologist (OBGYN: Women's reproductive health doctor)
- l. Psychiatrist (Mental health doctor)
- m. Psychologist (Mental health provider)
- n. Pulmonologist (Asthma, lung, or respiratory doctor)
- o. Rheumatologist (Joint doctor)
- p. Urologist (Urinary system doctor)
- q. Other
- r. Don't know
- s. None



CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Attachment C: Customary Provisions for Contracts and Grants. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Department of Vermont Health Access within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Customary Provisions for Contracts and Grants.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later.

Insurance Certificate: Attached _____

Will provide upon notification of award: _____

Delivery Offered: _____

Days After Notice of Award: _____

Terms of Sale: _____

Quotation Valid for _____ Days _____ Date: _____

Name of Company/Individual: _____

Address: _____

Telephone Number: _____

Fed ID or SS Number: _____

E-mail: _____

Signature (Bid Not Valid Unless Signed): _____

Printed Name: _____

ATTACHMENT C**STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS****REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” will mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” will mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings will have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement will be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State will not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions will be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which will be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party will defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State will notify the Party in the event of any such claim or suit, and the Party will immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State will have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party will proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations will be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party will be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party will indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event will the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party will carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party will secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party will carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy will be on an occurrence form and limits will not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party will carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage will not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage will not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement will include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage will include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage will be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There will be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it will be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act will not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party will not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party will not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party will maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format will be maintained in that format. The records described will be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party will also ensure, to the full extent required by the Americans with

Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes will be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party will not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party will be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party will include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party will not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party will use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party will fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party will be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay will have

been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party will not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State will have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. No Implied Waiver of Remedies: A party’s delay or failure to exercise any right, power or remedy under this Agreement will not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party will take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, will be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party will only use the space in accordance with all policies and procedures governing access to and use of State facilities which will be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection



with performance under this Agreement will be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)



**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

- 1. The insurance requirements contained in Attachment C, Section 8 are hereby modified to add the following:**

Notwithstanding Section 8 of Attachment C, the following is hereby added to the Agreement:

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party will procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***\$1,000,000.00*** per occurrence, and ***\$3,000,000.00*** aggregate.

Party will name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Notwithstanding Section 8 of Attachment C, the following is hereby added to the Agreement:

The State of Vermont and its agencies, departments, officers and employees do not need to be named as Additional Insureds related to automotive coverage.

- 2. Requirements of other Sections in Attachment C are hereby modified:**
- 3. Requirements of Sections in Attachment F are hereby modified:**
- 4. Reasons for Modifications:**

Professional Liability was omitted from the revised Attachment C (7/1/16) and is required under this contract.

APPROVAL:

ASSISTANT ATTORNEY GENERAL

DATE: _____

*State of Vermont – Attachment D
Revised AHS – 10-30-2010*

ATTACHMENT E BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Vermont Health Access** (“Covered Entity”) and **[Insert Name of Contractor/Grantee]** (“Business Associate”) as of _____ (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate will have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI will have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate

function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors will provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate will not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate will be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate’s Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business

days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) will implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) will comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) will identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate will report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate will provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate will continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate will require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it will document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate will make its risk assessments available to Covered Entity. It will also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate will either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate will make these assessments and reports available to Covered Entity.

6.4 Business Associate will require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate will draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate will make its mitigation and corrective action plans available to Covered Entity. Business Associate will require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate will provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate will consult with Covered Entity about the timeliness, content and method of notice, and will receive Covered Entity's approval concerning these elements. The cost of notice and related remedies will be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor will provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate will either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals will be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals will be written in plain language and will include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate will notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of

Vermont, Business Associate will, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate will enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate will provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate will provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate will provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate will forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate will make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate will make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate will forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate will document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate will provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate will provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate will forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate will make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate will make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably

designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and will remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity will report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant will return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate will not retain any copies of the PHI. Business Associate will certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate will provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This will also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate will participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate will implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate will identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate will ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate will provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate will report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate will provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate will provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement will govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate will cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties will rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate will abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a “Business Associate” of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual’s PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency’s or the affected individual’s written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities will survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement will continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 5/5/15)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that

this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this

Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a

licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 12.31.16



SCHEDULE A: SUMMARY OF COSTS

BUDGET SUBMITTAL FORM

BUSINESS NAME:			
CONTACT NAME AND NUMBER:			
LINE #	BUDGET CATEGORY	PAID HOURS	TOTAL COST
DIRECT PROGRAM COSTS SALARIES:			
1			
2			
3			
4			
5			
6	TOTAL SALARIES		
7	FRINGE BENEFITS		
8	% OF SALARIES		
DIRECT OPERATING:			
9	CONTRACTED- PERSONNEL		
10	CONTRACTED - SERVICES		
11	TELEPHONE/ CELL PHONE		
12	SUPPLIES		
13	TRAVEL		
14	TRAINING		
15	BUILDING RENT OR MORTGAGE/UTILITIES (ONLY IF NOT CO-LOCATED)		
16	INSURANCE		
17	PRINTING		
18	POSTAGE		
19	ACTIVITIES (FOR COMMUNITY SKILLS WORK)		
20	TOTAL OPERATING		
21	TOTAL DIRECT COSTS		
INDIRECT ALLOCATIONS:			
22	ADMINISTRATION (NOT TO EXCEED 13%)		
23	IT EQUIPMENT		
24	REPAIR & MAINTENANCE		
25	TOTAL INDIRECT		
26	TOTAL COSTS		
27	TOTAL DIRECT SERVICE/ SUPERVISION FTEs		



(Schedules B, C and D are to be included in the proposal packet)

SCHEDULE A*: BUDGET SUBMITTAL FORM INSTRUCTIONS

General Instructions:

The Budget Submittal Form is a generic form designed to best fit all Program Proposals. **Please read the program specifications carefully and follow the format to ensure that each budget item is considered for submittal**

Form A Detailed Instruction:

Lines 1-6 – Salaries

1-5 – Enter position titles in Column B. Enter paid hours for the contract period in Column C. Enter total salary for each position for the contract period.

6 – Sum of lines 1 –5

Line 7 – Fringe Benefits

Enter the total fringe benefits to be paid for the total salaries on line 6 (*max 25% – 33%*)

Line 8 - % of Salaries

Line 7/Line 6

Lines 9-20 – Direct Operating

9-19 – Enter the total to be paid for each line item during the contract period. Include any additional items not included in 9-15 on lines 16-19.

20 – Sum of lines 9-19.

Line 21 – Total Direct Costs

Sum of lines 6, 7, and 20.

Lines 22-26 – Indirect Allocations

22-25 – Enter the total company costs to be allocated to this program for the contract period. Include any additional items not included in 22-23 on lines 24-25.

26 – Sum of lines 22-25.

7). Line 27 – Total Costs

8.) Line 28 – Total number of direct service/supervision FTEs funded by this contract

***A completed Schedule A is to be included in the Proposal Packet.**



CURRENT BLUEPRINT FOR HEALTH PRACTICES & FRONTLOADING BLUEPRINT FOR HEALTH PRACTICES

Practice Site Name	Parent Organization	Health Service Area
Addison Family Medicine	Porter Medical Center	Middlebury
Adult Primary Care - Burlington	University of Vermont Medical Center	Burlington
Adult Primary Care - Essex	University of Vermont Medical Center	Burlington
Adult Primary Care - South Burlington	University of Vermont Medical Center	Burlington
Adult Primary Care - Williston	University of Vermont Medical Center	Burlington
Alburg Health Center	Northern Tier Center for Health (NOTCH)	St. Albans
Alder Brook Family Health	Independent Practice	Burlington
Appleseed Pediatrics	Community Health Services of Lamoille Valley	Morrisville
Appletree Bay Primary Care	University of Vermont Medical Center	Burlington
Associates in Pediatrics (Associates in Pediatrics - Berlin)	Central Vermont Medical Center	Barre
Associates in Primary Care	Independent Practice	Rutland
Avery Wood; MD	Independent Practice	Bennington
Barre Internal Medicine	Central Vermont Medical Center	Barre
Barre Pediatrics (Associates in Pediatrics - Barre)	Central Vermont Medical Center	Barre
Battenkill Valley Health Center		Bennington
Bethel Health Center	Gifford Health Care Inc.	Randolph
Biologic Integrative Healthcare		Brattleboro
Bradford	Little Rivers Health Care	Upper Valley
Brandon Medical Center	Community Health Centers of the Rutland Region	Rutland
Brattleboro Family Medicine	Brattleboro Memorial Hospital	Brattleboro
Brattleboro Internal Medicine	Brattleboro Memorial Hospital	Brattleboro
Brattleboro Primary Care	Primary Care Health Partners	Brattleboro



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Bristol Internal Medicine	Porter Medical Center	Middlebury
Brookside Pediatrics and Adolescent Medicine	Independent Practice	Bennington
Castleton Family Medical Center	Community Health Centers of the Rutland Region	Rutland
Central Vermont Primary Care	Central Vermont Medical Center	Barre
Champlain Center for Natural Medicine	Independent Practice	Burlington
Charlestown Family	Springfield Medical Care Systems	Springfield
Charlotte Health Center	Independent Practice	Burlington
Chelsea Health Center	Gifford Health Care Inc.	Randolph
Chester Family Practice	Springfield Medical Care Systems	Springfield
Cold Hollow Family Practice	Independent Practice	St. Albans
Community Health Centers of Burlington	Community Health Centers of Burlington	Burlington
Concord Health Center	Northern Counties Health Care	St. Johnsbury
Corner Medical	Northeastern Vermont Regional Hospital	St. Johnsbury
Danville Health Center	Northern Counties Health Care	St. Johnsbury
Dr. Hebert	Independent Practice	Burlington
DRS PETER AND LISA HOGENKAMP	Independent Practice	Rutland
E. Corinth	Little Rivers Health Care	Upper Valley
Enosburg Health Center	Northern Tier Center for Health (NOTCH)	St. Albans
Eric Seyferth; MD	Independent Practice	Bennington
Essex Pediatrics	Independent Practice	Burlington
Evergreen Family Health	Independent Practice	Burlington
Fairfax Associates in Medicine	Independent Practice	St. Albans
Fairfield Street Health Center	Northern Tier Center for Health (NOTCH)	St. Albans
Family Medicine - Berlin	University of Vermont Medical Center	Barre
Family Medicine - Colchester	University of Vermont Medical Center	Burlington
Family Medicine - Hinesburg	University of Vermont Medical Center	Burlington



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Family Medicine - Milton	University of Vermont Medical Center	Burlington
Family Medicine - South Burlington	University of Vermont Medical Center	Burlington
Family Practice Associates	Independent Practice	Morrisville
Frank Landry MD PLC	Independent Practice	Burlington
Gene Moore	Independent Practice	Burlington
Gifford Health Center at Berlin	Gifford Health Care Inc.	Randolph
Gifford Primary Care	Gifford Health Care Inc.	Randolph
Good Health	Community Health Centers of Burlington	Burlington
Grace Cottage Family Health	Grace Cottage Hospital	Brattleboro
Granite City Primary Care	Central Vermont Medical Center	Barre
Green Mountain Family Practice	Central Vermont Medical Center	Barre
Green Mountain Natural Health		Barre
Green Mountain Pediatrics	Independent Practice	Bennington
Hagan; Rinehart and Connolly Pediatricians; PLLC	Independent Practice	Burlington
Hardwick Area Health Center	Northern Counties Health Care	Morrisville
Island Pond Health Center	Northern Counties Health Care	Newport
Just So Pediatrics	Brattleboro Memorial Hospital	Brattleboro
Keith Michl; MD	Independent Practice	Bennington
Kingdom Internal Medicine	Northeastern Vermont Regional Hospital	St. Johnsbury
Little City Family Practice	Porter Medical Center	Middlebury
Ludlow Health Center	Springfield Medical Care Systems	Springfield
Mad River Family Practice	Central Vermont Medical Center	Barre
Maplewood Family Practice	Brattleboro Memorial Hospital	Brattleboro
Marble Valley HealthWorks	Independent Practice	Rutland
Mettowee Valley Family Medical Center	Community Health Centers of the Rutland Region	Rutland
Middlebury Family Health Center	Independent Practice	Middlebury
Middlebury Pediatric and Adolescent Medicine	Porter Medical Center	Middlebury



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Montpelier Integrative Family Health	Central Vermont Medical Center	Barre
Morrisville Family Practice	Community Health Services of Lamoille Valley	Morrisville
Mount Anthony Primary Care	Primary Care Health Partners	Bennington
Mountain Health Center		Middlebury
Mountain Valley Medical Clinic	Springfield Medical Care Systems	Springfield
Mountain View Medical	Central Vermont Medical Center	Barre
Mountain View Natural Medicine		Burlington
Mt. Ascutney Hospital Physician Practice	Mt. Ascutney Hospital and Health Center	Windsor
Neshobe Family Health	Porter Medical Center	Middlebury
Newbury Health Clinic	Independent Practice	Upper Valley
NMC - Northwestern Primary Care	Northwestern Medical Center	St. Albans
North Country Pediatrics	North Country Health Systems	Newport
North Country Primary Care Barton Orleans	North Country Health Systems	Newport
North Country Primary Care Newport	North Country Health Systems	Newport
Northwestern Georgia Health Ctr	Northwestern Medical Center	St. Albans
Northwestern Pediatrics- Saint Albans	Northwestern Medical Center	St. Albans
Northwestern Pediatrics- Enosburg Falls	Northwestern Medical Center	St. Albans
Ottawaquechee Health Center	Mt. Ascutney Hospital and Health Center	Windsor
Paul Rogers		Morrisville
Pediatric Associates	Community Health Centers of the Rutland Region	Rutland
Pediatric Primary Care - Burlington	University of Vermont Medical Center	Burlington
Pediatric Primary Care - Williston	University of Vermont Medical Center	Burlington
Putney Family Healthcare	Brattleboro Memorial Hospital	Brattleboro
Rainbow Pediatrics	Independent Practice	Middlebury
Richford Health Center	Northern Tier Center for Health (NOTCH)	St. Albans
Richmond Family Medicine	Independent Practice	Burlington



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Rochester Health Center	Gifford Health Care Inc.	Randolph
Rockingham Medical Group	Springfield Medical Care Systems	Springfield
Rutland Community Health Center	Community Health Centers of the Rutland Region	Rutland
Shaftsbury Medical Associates	Independent Practice	Bennington
Shorewell Community Health Center	Community Health Centers of the Rutland Region	Rutland
South End Health Center	Community Health Centers of Burlington	Burlington
South Royalton Health Center	Independent Practice	Randolph
Springfield Community Health Center	Springfield Medical Care Systems	Springfield
St Albans Primary Care	Primary Care Health Partners	St. Albans
St. Albans Health Center	Northern Tier Center for Health (NOTCH)	St. Albans
St. Johnsbury Family Health Center	Northern Counties Health Care	St. Johnsbury
St. Johnsbury Pediatrics	Northeastern Vermont Regional Hospital	St. Johnsbury
Stowe Family Practice	Community Health Services of Lamoille Valley	Morrisville
Stowe Natural Family Wellness		Morrisville
Stowe Personalized Medical Care PLLC		Morrisville
SVMC Deerfield Valley Campus	Southwestern Vermont Health Care	Bennington
SVMC Medical Associates	Southwestern Vermont Health Care	Bennington
SVMC Northshire Campus	Southwestern Vermont Health Care	Bennington
SVMC Pediatrics	Southwestern Vermont Health Care	Bennington
SVMC Pownal Campus	Southwestern Vermont Health Care	Bennington
Swanton Health Center	Northern Tier Center for Health (NOTCH)	St. Albans
The Health Center	The Plainfield Health Center	Barre
Thomas Chittenden Health Care (TCHC)	Independent Practice	Burlington
Timber Lane Milton Peds	Primary Care Health Partners	Burlington
Timber Lane North Peds	Primary Care Health Partners	Burlington



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Timber Lane Pediatrics	Primary Care Health Partners	Burlington
Upper Valley Pediatrics; PLLC		Upper Valley
UVM Medical Center Infectious Disease Clinic	University of Vermont Medical Center	Burlington
Vermont Naturopathic Clinic		Burlington
Waterbury Medical Associates	Central Vermont Medical Center	Barre
Wells River	Little Rivers Health Care	Upper Valley
White River Family Practice	Independent Practice	Windsor
Windham Family Practice	Brattleboro Memorial Hospital	Brattleboro
Winooski Family Health	Independent Practice	Burlington